


04/30/2004
700081800

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Bank of America, N.A., as Administrative Agent			2. Name and address of receiving party(ies) Name: <u>see rider 2 - Name and Address</u> Internal of receiving party Address: Street Address: City: _____ State: _____ Zip: _____		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Commercial Bank - North Carolina</u>			<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination and Release of Security Interest in Trademarks</u> Execution Date: <u>April 28, 2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>see rider 4.A.</u> <u>Trademark Application Numbers</u>			B. Trademark Registration No.(s) <u>see rider 4.B.</u> <u>Trademark Registration Numbers</u>		
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher J. Andrew</u> Internal Address: <u>Debevoise & Plimpton LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>			6. Total number of applications and registrations involved: <u>7</u>		
			7. Total fee (37 CFR 3.41).....\$ <u>190.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>501997</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Christopher J. Andrew</u>  <u>4/27/04</u> Name of Person Signing Signature Date					
Total number of pages including cover sheet, attachments, and documents <u>10</u>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$190.00 501997 74580892

Rider 2 - Name and address of Receiving Party:

Meridian Automotive Systems - Composites Operations, Inc.,
formerly-known-as Cambridge Acquisition Corp. and successor-in-interest to Cambridge
Industries, Inc.

550 Town Center Drive
Dearborn, Michigan 48126

Corporation - Delaware

Rider 4.A. Trademark Application numbers:

	<u>Trademark</u>	<u>Appl. No.</u>
1.	EMPELFLEX	74/580,892

Rider 4.B. Trademark Registration numbers:

	<u>Trademark</u>	<u>Reg. No.</u>
2.	ANCHOR PLASTICS COMPANY AND DESIGN	410,308
3.	CAMBRIDGE INDUSTRIES AND DESIGN	1,924,349
4.	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	2,015,011
5.	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE AND DESIGN	2,015,012
6.	TWIN TINT	709,167
7.	PLASTI-KROME	680,593

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of April 28, 2004, from Bank of America, N.A., a North Carolina commercial bank having a principal place of business at 333 Madison Avenue, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") which are from time to time parties to the Credit Agreement (as hereinafter defined), to Meridian Automotive Systems - Composites Operations, Inc., formerly-known-as Cambridge Acquisition Corp. and successor-in-interest to Cambridge Industries, Inc., a Delaware corporation having a principal place of business at 550 Town Center Drive, Dearborn, Michigan 48126 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of April 30, 1997 (as amended and restated as of October 13, 1998, and as further amended and restated as of May 25, 1999 and July 14, 2000 and as amended by the First Amendment and Waiver thereto, dated as of September 29, 2000, the Second Amendment and Waiver thereto, dated as of December 15, 2000, the Third Amendment and Waiver thereto, dated as of January 31, 2001, the Fourth Amendment and Waiver thereto, dated as of March 12, 2001, the Fifth Amendment and Waiver thereto, dated as of March 29, 2001, the Sixth Amendment thereto, dated as of December 9, 2002, the Seventh Amendment thereto, dated as of March 26, 2003, the Waiver thereto, dated as of February 27, 2004, the Second Waiver thereto, dated as of March 31, 2004 and the Third Waiver thereto, dated as of April 15, 2004), among Meridian Automotive Systems, Inc. (the "Borrower"), the Lenders and the Agent (as amended from time to time, the "Credit Agreement"), and the Security Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain (i) Guarantee and Collateral Agreement, dated as of April 30, 1997, as amended and restated as of October 13, 1998, and as further amended and restated as of July 14, 2000 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the Grantor, the other grantors from time to time party thereto and the Agent and (ii) Grant of Security Interest in United States Trademarks, dated as of July 14, 2000 (the "Grant of Security Interest in Trademarks"), and together with the Guarantee and Collateral Agreement, the "Security Agreements"), made by the Grantor in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2000, at Reel 002157, Frame 0077; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean (i) all of the Grantor's rights, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action for infringement of any of the Trademarks or unfair competition regarding the same.
2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
3. Further Assurances: At the expense of the Grantor, the Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions requested by the Grantor that are necessary or reasonably desirable for the release of such Security Interest.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,
as Agent

By: Eileen C. Higgins
Name:
Title: **Eileen C. Higgins**
Principal

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 01B96060756
Qualified in Kings County
Commission Expires July 2, 2007

SCHEDULE I

U.S. Trademark Registrations

<u>Trademark</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>
ANCHOR PLASTICS COMPANY AND DESIGN	03-21-44	71/468,485	11-21-44	410,308	Registered
CAMBRIDGE INDUSTRIES AND DESIGN	04-08-93	74/376,734	10-03-95	1,924,349	Cancelled
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	05-31-95	74/682,403	11-12-96	2,015,011	Cancelled
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE AND DESIGN	05-31-95	74/682,498	11-12-96	2,015,012	Cancelled
TWIN TINT	02-11-60	72/090,732	01-03-61	709,167	Cancelled
PLASTI-KROME	01-23-57	72/023,010	06-23-59	680,593	Cancelled

U.S. Trademark Applications

<u>Trademark</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>
EMPELPLEX	09-30-94	74/580,892	Abandoned

21704818v3

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Canada	EMPELFLEX	2/20/95	499,865
Canada	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	11/17/95	482,533
Canada	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE AND DESIGN	11/17/95	797,716
Mexico	EMPELFLEX	3/30/95	531,381
Mexico	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	12/16/97	317,659
Argentina	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	4/23/96	2,146,551
Brazil	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	11/28/97	571,468
Europe	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	11/17/97	317,659

21704618v3

Common Law Trademarks

- EMPELFLEX
- CUSTOM MANUFACTURE OF PLASTIC GOODS TO THE ORDER AND SPECIFICATION OF OTHERS
- CUSTOM DESIGN OF PLASTIC GOODS TO THE ORDER AND SPECIFICATION OF OTHERS
- SUBSTRATE COMPOSITE SHEET MATERIAL COMPRISED PRIMARILY OF PLASTIC AND FIBER FOR USE IN MANUFACTURING

21704618v3